

**GLACIER BAY PARK CONCESSIONS, INC.
CONCESSION CONTRACT CC-GLBA001-86 - AMENDMENT NO. 4**

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay Park Concessions, Inc., a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-86 (formerly CC-9100-06-0001) on August 27, 1986, which contract was amended by Amendment #1 dated June 25, 1987, Amendment #2 dated December 20, 1990, and Amendment #3, dated September 24, 1996 (collectively referred to as the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period January 1, 1986 through December 31, 2001 (as amended); and

WHEREAS, the Secretary and the Concessioner have agreed to extend the contract for two (2) years until December 31, 2003 in order to avoid an interruption in visitor services; and

WHEREAS, the Secretary and the Concessioner have agreed that the Secretary shall purchase all Concessioner's possessory interest in improvements in existence on the effective date of this amendment within Glacier Bay National Park and Preserve for \$400,000. A description of the Concessioner's improvements is included as Attachment A. Payment of the \$400,000 will be credited against the amounts owed by the Concessioner to the National Park Service as follows: first, by the franchise fees, including all penalties and interest, the Concessioner owes to the Secretary and has not paid as of the effective date of this amendment as required by section 9; second, by the amount Concessioner was to pay but has not paid into the capital account, including all penalties and interest, as of the effective date of this amendment as required by section 19.1; third, by the amount of the obligation Concessioner has but did not satisfy pursuant to section 1(b)(1); and fourth, by future franchise fees of the Concessioner as they become due during the term of this amendment, until the \$400,000 is satisfied. At that time Concessioner will pay franchise fees pursuant to section 9; and

WHEREAS, the Secretary and the Concessioner agree that there is no possessory interest in any improvements, including government improvements, except as identified in Attachment A; and

WHEREAS, the Secretary and the Concessioner agree that a per passenger fee is preferable to a percentage of gross receipts for Concessioner overnight vessels operating only partially within the park area; and

WHEREAS, the Secretary and the Concessioner agree to amend the contract to eliminate the Concessioner's obligation to make deposits to the capital accounts:

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-86 is hereby amended, effective on January 1, 2002 as follows:

Language to be added to and become a part of the contract is displayed below in bold underlined print. Language to be deleted from and no longer a part of the contract is displayed below in a strike out format.

1. SEC. 1 TERM OF CONTRACT

(a) "This contract shall be for the term of **eighteen (18)** years from January 1, 1986."

2. SEC. 9 FRANCHISE FEE

(a) Add new subsection as follows: **"(3) In addition to the foregoing, a further sum equal to \$7.00 per passenger for each day or portion of a day during which a Concessioner overnight vessel operates within park boundaries. Overnight vessel is defined as any tour vessel or charter vessel operating under an itinerary exceeding twenty-four hours in length and which includes at least one overnight stay onboard."**

3. (d)(l) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from **Concessioner overnight vessel services (as defined in Sec 9 (a)(3))**, the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), [charges for employees' meals, lodgings, and transportation] cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

4. SEC. 12. COMPENSATION

Add new subsection as follows: **"(h) The Concessioner has agreed to sell and the Secretary has agreed to purchase all Concessioner's possessory interest in improvements in existence on the effective date of this amendment within Glacier Bay National Park and Preserve for \$400,000. A description of the Concessioner's improvements is included as Attachment A. The Secretary will pay the \$400,000 as follows: first, to satisfy the franchise fees, including**

all penalties and interest, the Concessioner owes to the Secretary and has not paid as of the effective date of this amendment as required by section 9; second, to satisfy the amount Concessioner was to pay but has not paid into the capital account, including all penalties and interest, as of the effective date of this amendment as required by section 19.1; third, in lieu of complete satisfaction of the obligation Concessioner has but has not satisfied pursuant to section 1(b)(1); fourth, as a credit for future franchise fees as they become due during the term of this amendment, until the \$400,000 is satisfied. At that time Concessioner will pay franchise fees pursuant to section 9. Accordingly, Notwithstanding any other provision of this contract to the contrary, the Concessioner's possessory interest in all improvements on the effective date of this amendment is (\$0) dollars.

5. AMENDMENT #3, Section 19.1 ACCOUNTS

(a)(4) The Concessioner shall deposit into an interest bearing account at a Federally insured financial institution within FIFTEEN (15) days after the last day of each month that the Concessioner operates ZERO PERCENT (0%) of GROSS RECEIPTS as defined in this CONTRACT. The account shall be established and maintained in accordance with Exhibit "H" of this CONTRACT."

6. In all other respects, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

Executed in triplicate, at Anchorage, Alaska, this 7th day of April, 2002. May Kevin Appier

GLACIER BAY PARK CONCESSIONS, INC.

UNITED STATES OF AMERICA

BY: [Signature]
Greg Dronkert GARY DROBKAY
Chief Executive Officer CHAIRMAN
Glacier Bay Park Concessions, Inc.

BY: [Signature]
Robert Amberger
Regional Director, Alaska
National Park Service

ATTEST:
BY: David D. Goode
Title: Secretary/Treasurer

Attachment A

Concessioner Improvements and Fixtures Subject to this Contract Amendment

Glacier Bay Park Concessions Staff Building located within Glacier Bay National Park. Building is divided into 2 offices, a staff laundry room, a staff kitchen, and a staff dining room and lounge totaling approximately 2,290 square feet.

Glacier Bay National Park Building Number: GBL-71.

NPS building number: GLBA-001-357-AKSO.

Kitchen

1. Hobart Dishwasher, type AM14
2. Scrape table with sink and disposal
3. Gaylord Range hood w/exhaust fan & sprinklers
4. Serving table (w/electric hot & cold holding compartments)
5. Sunfire unit w/ovens (2)/grill/salamander/gas burners
6. 3 sink stainless steel table
7. Preparation table w/cabinets & can opener
8. Wall cabinets (5 sections, 2 doors)
9. Mop sink w/faucet
10. Pull-down metal serving window
11. Wire wall shelving
12. True Refrigerator (in kitchen)
13. True Freezer (in kitchen)
14. Dry storage Annex ("Barbie House")

Cafeteria

1. Wall cabinets
2. Cabinets w/counter & sink
3. Coat Rack (in hallway)
4. Wall-Mounted Fire hose cabinet w/hose

Restrooms

1. Lavatory (2)
2. Toilet (2)
3. Sinks (2)
4. Wall-mounted paper towel dispensers (2)
5. Wall-mounted hand dryers (2)
6. Wall-mounted mirrors (2)

Laundry

1. Shelves (2)

Administrative Offices

1. Two offices, no permanent fixtures

Utility Room

1. Weil Mclain Oil-Fired Boiler
2. A.O. Smith Water Products Water Storage Tank, model TJV-200-A

Fuel Tanks

1. Above Ground Fuel Storage Tank(1) (feeds EDR & Dorms)
2. Propane tank